

**SUMMONS—EVICTION**  
**(CITACIÓN JUDICIAL—DESALOJO)**

**SUM-130**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**UNLAWFUL DETAINER / FORCIBLE DETAINER / FORCIBLE ENTRY**

**(RETENCIÓN ILÍCITA DE UN INMUEBLE / RETENCIÓN FORZOSA / ENTRADA FORZOSA)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Terrance Ferguson and Does 1 to 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Tenderloin Neighborhood Development Corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. If this summons was served through the Secretary of State's Safe at Home address confidentiality program, you have 10 days from the date of service, not counting Saturdays and Sundays and other judicial holidays, to respond.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website ([www.lawhelpca.org](http://www.lawhelpca.org)), the California Courts Online Self-Help Center ([www.courts.ca.gov/selfhelp](http://www.courts.ca.gov/selfhelp)), or by contacting your local court or county bar association.

**FEE WAIVER:** If you cannot pay the filing fee, ask the clerk for a fee waiver form. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

*¡AVISO! Usted ha sido demandado. Si no responde dentro de 5 días, el tribunal puede emitir un fallo en su contra sin una audiencia. Una vez que le entreguen esta citación y papeles legales, solo tiene 5 DÍAS, sin contar sábado y domingo y otros días feriados del tribunal, para presentar una respuesta por escrito en este tribunal y hacer que se entregue una copia al demandante. Si la presente citación le ha sido entregado a través del programa de dirección confidencial del Secretario del Estado Seguro en Casa, tiene 10 días después de la fecha de entrega, sin contar sábado y domingo y otros días feriados del tribunal, para responder.*

*Una carta o una llamada telefónica no lo protege. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no presenta su respuesta a tiempo, puede perder el caso por falta de comparecencia y se le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpca.org/es](http://www.lawhelpca.org/es)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados local.*

**EXENCIÓN DE CUOTAS:** Si no puedes pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier monto de \$10,000 ó más recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

1. The name and address of the court is:  
(El nombre y dirección de la corte es):

San Francisco County Superior Court  
400 McAllister Street  
San Francisco, CA 94102

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Dylan Tong (SBN 323741)  
507 Polk Street, Suite 310  
San Francisco, CA 94102-3396

Bornstein Law, PC  
(415) 409-7611

CASE NUMBER (número de caso):

**CUD-24-674581**

PLAINTIFF (Name): Tenderloin Neighborhood Development Corporation	CASE NUMBER:
DEFENDANT (Name): Terrance Ferguson	

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) ☒ did not ☐ did for compensation give advice or assistance with this form. (If plaintiff has received **any** help or advice for pay from an unlawful detainer assistant, complete item 4 below.)
4. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):
- Assistant's name:
  - Telephone no.:
  - Street address, city, and zip:
  - County of registration:
  - Registration no.:
  - Registration expires on (date):

Date: **MAR 19 2024**  
(Fecha)

Clerk, by  
(Secretario)

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)


(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons (form POS-010).)

**JAMES FORONDA**



5. NOTICE TO THE PERSON SERVED: You are served

- ☒ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ as an occupant.
- ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation). ☐ CCP 416.60 (minor).  
☐ CCP 416.20 (defunct corporation). ☐ CCP 416.70 (conservatee).  
☐ CCP 416.40 (association or partnership). ☐ CCP 416.90 (authorized person).  
☐ CCP 415.46 (occupant). ☐ other (specify):
- ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <b>Dylan Tong (SBN 323741)</b> FIRM NAME: <b>Bornstein Law, PC</b> STREET ADDRESS: <b>507 Polk Street, Suite 310</b> CITY: <b>San Francisco</b> TELEPHONE NO.: <b>(415) 409-7611</b> EMAIL ADDRESS: <b>Dylan@bornstein.law</b> ATTORNEY FOR (name): <b>TNDC</b>	STATE BAR NUMBER:  STATE: <b>CA</b> ZIP CODE: <b>94102-3396</b> FAX NO.: <b>(415) 409-9345</b>	FOR COURT USE ONLY  <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center;">Superior Court of California County of San Francisco</div> <div style="text-align: center; font-size: 1.2em;">MAR 19 2024</div> <div style="text-align: center;">CLERK OF THE COURT</div> <div style="text-align: center;">BY:  Deputy Clerk</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">JAMES FORONDA</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94102</b> BRANCH NAME: <b>Civic Center Courthouse</b>		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CUD-24-674581</div>
PLAINTIFF: <b>Tenderloin Neighborhood Development Corporation</b> DEFENDANT: <b>Terrance Ferguson</b> <input checked="" type="checkbox"/> DOES 1 TO 10, Inclusive.		
COMPLAINT—UNLAWFUL DETAINER* <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Amendment Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE (amount demanded does not exceed \$35,000) Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000  <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$35,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply): <input type="checkbox"/> from unlawful detainer to general unlimited civil (possession not in issue). <input type="checkbox"/> from limited to unlimited. <input type="checkbox"/> from unlawful detainer to general limited civil (possession not in issue). <input type="checkbox"/> from unlimited to limited.		

1. PLAINTIFF (name each):  
 Tenderloin Neighborhood Development Corporation  
  
*alleges causes of action against DEFENDANT (name each):*  
 Terrance Ferguson and Does 1 to 10, inclusive
2. a. Plaintiff is
 

(1) <input type="checkbox"/> an individual over the age of 18 years.	(4) <input type="checkbox"/> a partnership.
(2) <input type="checkbox"/> a public agency.	(5) <input checked="" type="checkbox"/> a corporation.
(3) <input type="checkbox"/> other (specify):	

  
 b. ☐ Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
3. a. The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):  
 220 Golden Gate Avenue, #308  
 San Francisco, CA 94102  
 San Francisco  
 b. The premises in 3a are (check one)
 

(1) <input checked="" type="checkbox"/> within the city limits of (name of city): <b>San Francisco</b>
(2) <input type="checkbox"/> within the unincorporated area of (name of county):

  
 c. The premises in 3a were constructed in (approximate year):    1910
4. Plaintiff's interest in the premises is    ☐ as owner    ☒ other (specify): **See Attachment 17**
5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

\*NOTE: Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

PLAINTIFF: Tenderloin Neighborhood Development Corporation  
 DEFENDANT: Terrance Ferguson

CASE NUMBER:

6. a. On or about (date): 11/16/2022

defendant (name each):

Terrance Ferguson

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): One (1) Year

(2) agreed to pay rent of \$ 346.00 payable ☒ monthly ☐ other (specify frequency):

(3) agreed to pay rent on the ☐ first of the month ☐ other day (specify):

b. This ☒ written ☐ oral agreement was made with

(1) ☐ plaintiff. (3) ☐ plaintiff's predecessor in interest.

(2) ☒ plaintiff's agent. (4) ☐ Other (specify):

c. ☒ The defendants not named in item 6a are

(1) ☐ subtenants.

(2) ☐ assignees.

(3) ☒ Other (specify): Unknown

d. ☐ The agreement was later changed as follows (specify):

e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)

f. ☐ (For residential property) A copy of the written agreement is not attached because (specify reason):

(1) ☐ the written agreement is not in the possession of the landlord or the landlord's employees or agents.

(2) ☐ this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).

7. The tenancy described in 6 (complete (a) or (b))

a. ☒ is not subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is (specify): (e)(9)

b. ☐ is subject to the Tenant Protection Act of 2019.

8. (Complete only if item 7b is checked. Check all applicable boxes.)

a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).

b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff (check one)

(1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of \$

(2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling \$  
to (name each defendant and amount given to each):

c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☒ Defendant (name each): Terrance Ferguson

was served the following notice on the same date and in the same manner:

(1) ☐ 3-day notice to pay rent or quit

(2) ☐ 30-day notice to quit

(3) ☐ 60-day notice to quit

(4) ☒ 3-day notice to quit

(5) ☐ 3-day notice to perform covenants or quit

(not applicable if item 7b checked)

(6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c)

Prior required notice to perform covenants served (date):

(7) ☐ Other (specify):

PLAINTIFF: Tenderloin Neighborhood Development Corporation  
 DEFENDANT: Terrance Ferguson

CASE NUMBER:

9. b. (1) On (date): **3/8/2024** the period stated in the notice checked in 9a expired at the end of the day.  
 (2) Defendants failed to comply with the requirements of the notice by that date.  
 c. All facts stated in the notice are true.  
 d. ☐ The notice included an election of forfeiture.  
 e. ☒ A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)  
 f. ☐ One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. (Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)
10. a. ☒ The notice in item 9a was served on the defendant named in item 9a as follows:  
 (1) ☐ By personally handing a copy to defendant on (date):  
 (2) ☐ By leaving a copy with (name or description):  
 a person of suitable age and discretion, on (date): at defendant's  
☐ residence ☐ business AND mailing a copy to defendant at defendant's place of residence  
 on (date): because defendant cannot be found at defendant's residence or usual place of business.  
 (3) ☒ By posting a copy on the premises on (date): **3/5/2024**  
☒ AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises  
 on (date): **3/5/2024**  
 (a) ☐ because defendant's residence and usual place of business cannot be ascertained OR  
 (b) ☒ because no person of suitable age or discretion can be found there.  
 (4) ☐ (Not for 3-day notice; see Civil Code, § 1946, before using) By sending a copy by certified or registered mail  
 addressed to defendant on (date):  
 (5) ☐ (Not for residential tenancies; see Civil Code, § 1953, before using) In the manner specified in a written  
 commercial lease between the parties
- b. ☐ (Name):  
 was served on behalf of all defendants who signed a joint written rental agreement.  
 c. ☐ Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.  
 d. ☐ Proof of service of the notice in item 9a is attached and labeled Exhibit 3.
11. ☐ Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.  
 12. ☐ At the time the 3-day notice to pay rent or quit was served, the amount of **rent due** was \$  
 13. ☒ The fair rental value of the premises is \$ **11.53** per day.  
 14. ☐ Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure  
 section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 14.)  
 15. ☐ A written agreement between the parties provides for attorney fees.  
 16. ☐ Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and  
 date of passage):

Plaintiff has met all applicable requirements of the ordinances.

17. ☒ Other allegations are stated in Attachment 17.  
 18. Plaintiff accepts the jurisdictional limit, if any, of the court.

PLAINTIFF: Tenderloin Neighborhood Development Corporation  
 DEFENDANT: Terrance Ferguson

CASE NUMBER:

## 19. PLAINTIFF REQUESTS

- a. possession of the premises.  
 b. costs incurred in this proceeding:  
 c. ☐ past-due rent of \$  
 d. ☐ reasonable attorney fees.  
 e. ☐ forfeiture of the agreement.  
 f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: \$  
 g. ☒ damages at the rate stated in item 13 from date: 3/9/2024 for each day that defendants remain in possession through entry of judgment.  
 h. ☐ statutory damages up to \$600 for the conduct alleged in item 14.  
 i. ☒ other (specify): Such other and further relief as the court deems proper and just.

20. ☒ Number of pages attached (specify): -41-

## UNLAWFUL DETAINER ASSISTANT (Bus. &amp; Prof. Code, §§ 6400–6415)

21. ☒ (Complete in all cases.) An unlawful detainer assistant ☒ did not ☐ did for compensation give advice or assistance with this form. (If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.)

- a. Assistant's name:  
 b. Street address, city, and zip code:  
 c. Telephone no.:  
 d. County of registration:  
 e. Registration no.:  
 f. Expires on (date):

Date:

3/19/24

Dylan Tong (SBN 323741)

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

## VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:



(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

SHORT TITLE:  
 - TNDC v. Ferguson

CASE NUMBER:

ATTACHMENT (Number) : -17-

(This Attachment may be used with any Judicial Council form.)

The subject premises are not subject to the City and County of San Francisco Residential Rent Stabilization & Arbitration Ordinance as the premises is not a rental unit subject to said Ordinance as defined therein pursuant to Sec. 37.2.

Plaintiff's interest in the subject premises is as property manager. As property manager plaintiff is the owner's agent for the purpose of suing to retake possession. Plaintiff is responsible for managing the affairs of the building, including leasing and/or renting the subject premises, collecting rent from defendant(s) and/or tenant(s), coordinating maintenance on the property, pursuing and enforcing owner's right to rents and handling all accounting matters for the building and its owner(s). Pursuant to a property management agreement with the owner(s), plaintiff has written authority from the owner(s) to sue and retake possession in plaintiff's own name, bring and maintain this action.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1  
 (Add pages as required)





## RESIDENTIAL LEASE AGREEMENT

Kelly Cullen Community  
220 Golden Gate Avenue  
San Francisco, California 94102

This Residential Rental Agreement (hereinafter "Agreement" or "Lease") is made as of **November 16, 2022** between Kelly Cullen Community (hereinafter the "Landlord"), and the following person(s) signing this Lease (hereinafter known as the "Tenant" or the "Resident") **Terrance Ferguson** with reference to the following facts:

A. The Landlord owns and operates the building at 220 Golden Gate Ave San Francisco, CA 94102 (hereinafter the "Premises"), commonly known as Kelly Cullen Community (hereinafter known as the "Apartment Community or Property").

B. Pursuant to this Lease, the Landlord will lease to the Resident **Unit 308-** within the Premises (the "Unit"), to the above Resident.

WITH REFERENCE TO THE FACTS DESCRIBED ABOVE, the Landlord and the Resident (collectively the "Parties") agree as follows:

### 1. Regulations.

This lease and your occupancy of the Premises are governed by the Program Regulations (the "regulations") of the: (check all that apply)

- a. ☐ California Rehabilitation Housing Program ("CHRP")
- b. ☐ Department of Housing and Urban Development ("HUD")
- c. ☐ Multifamily Housing Program ("MHP")
- d. ☒ San Francisco Housing Authority ("SFHA")
- e. ☐ San Francisco Redevelopment Agency ("SFRA")
- f. ☒ Tax Credit Allocation Committee ("TCAC")
- g. ☐ Other: LOSP

If any terms of this lease are inconsistent or in conflict with regulations applicable to the Property, then the regulations shall control.

### 2. Term

The term of this Lease shall be for a period of 12 months (the "Term"), and shall commence on **November 16, 2022** and shall end on **November 30, 2023**, unless sooner terminated as provided in this Lease.

Any holding over by the Resident(s) at the Expiration of the Lease term with the consent of Landlord shall create a tenancy from month to month on the same terms and conditions set forth herein, subject to amendment by Landlord as set forth in Civil Code section 827 and terminable



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Ex. 1



## RESIDENTIAL LEASE AGREEMENT

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by either party on thirty days written notice in accordance with the provisions of California Civil Code 1946.

### 3. Rent

The Resident's Term shall not commence until the satisfaction of the following conditions:

- a. Resident(s) shall pay to Landlord, before taking occupancy of the Premises, the first month's rent in addition to a security deposit, outlined in Paragraph (b) below. In the event that the Resident(s) take occupancy of the Premises on a day other than the first day of the month, Resident(s) shall pay the sum of \$ 173.00 before taking occupancy of the Premises, as and for the pro-rated amount of rent to cover the period through the final day of the first full month of occupancy. In the event of a conflict between the amount set forth in the paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth under Monthly Rent (Section 9.a, below), divided by thirty, with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error will not be binding-the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-ration). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty-day month shall be assumed irrespective of the actual number of days in the month for which the pro-ration is computed.
- b. The Resident must have paid in full the security deposit pursuant to Paragraph 18, Section (a) below, and Resident(s) shall pay to Landlord, at the time of move-in, the sum of \$ 519.00. This amount is comprised of the following sums: \$346.00 as security deposit (see Paragraph 18 below for further explanation) and \$ 173.00 as the pro-rated payment for the rent for the period 11/16/2022 through 11/30/2022. Landlord may require that this entire sum be paid in the form of a cashier's check or money order. If Landlord accepts a personal or other non-certified check and said check is, for any reason whatsoever, returned unpaid by the bank upon which drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Landlord may serve a three-day notice to pay rent or quit for the entire amount and, if Resident(s) does not comply with said notice, Landlord may utilize unlawful detainer procedures to evict Resident(s) from the Premises.
- c. We will adjust the initial rent described above annually, except that the first year amendment may occur within less than 12 months to coincide with the Property's fiscal year. We will provide you with 30 days written notice prior to the effective date of any rental adjustments. We may also adjust the rent described in Section 3 to accommodate the Property's rent increase schedule.

  
Resident's initials

### 4. Lease.

As of the commencement of the Term, and for the duration of the Term, the Landlord hereby leases to the Resident(s) the Unit, as here named as the only occupants residing on the Premises:



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**RESIDENTIAL LEASE AGREEMENT**

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<u>Name</u>	<u>Date of Birth</u>	<u>Name</u>	<u>Date of Birth</u>
<u>Terrance Ferguson</u>	<u>04/03/1977</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No other persons have permission to occupy the Premises unless such permission is in writing and signed by Landlord or its authorized agent. Landlord's acceptance of rent from any other individual shall be deemed to be payment of rent on behalf of the Resident(s) named above and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person named above in this Section who is not named above as a Resident and/or who is not a signatory to this Lease shall be deemed to occupy the Premises under the named Resident(s) who are signatories to this Agreement and shall thus be deemed the invitees of said named Resident(s). Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim should be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises.

If at any time the number of persons in Resident's household changes, so that the Premises may be deemed, in Landlord's sole discretion, to no longer be in compliance with the Federal Low Income Housing Tax Credit Program (as set forth in Section 42 of the Internal Revenue Code of 1986, as amended from time to time) (the "LIHTC Program") and/or any regulatory agreements recorded against the Premises, Landlord may terminate this lease or, at Landlord's option, require Resident to move to an available unit of the appropriate size. In the event that Resident is moved to a different unit, Resident shall execute a new lease prior to occupancy of the new unit.

**5. Resident Household and Resident Income Recertification.**

The Resident(s), as listed above in Paragraph 3, shall be the sole occupant of the Unit. No other person is permitted to occupy the Unit as a member of the Resident's household.

- a. Resident(s) have completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident(s). It is agreed that, should Landlord subsequently discover any misstatements to facts in the Resident(s)' application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three day notice terminating the tenancy.
- b. As of the date of this Lease, the Resident's household income and assets, as certified by the Resident and verified by the Landlord, is not greater than the maximum household income permissible for initial occupancy in the Premises under the LIHTC Program and/or the regulatory agreements that govern occupancy in the Premises. At least once every year, the Resident shall re-certify to the Landlord, the Resident's income, and shall provide such



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documentation as the Landlord may request to verify such income recertification. Resident agrees that all such information and documentation regarding household income and assets is true, complete, and correct to the best of the resident's knowledge. Any misrepresentation of the Resident's income, whether prior to the date of this Lease or in the course of an annual recertification, or failure to provide required information under this Paragraph 4, shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three (3) day notice terminating the tenancy.

- c. It is the Resident's obligation to report any changes in Resident's household or employment status to the Landlord.
- d. If an annual income recertification reveals that the Resident's income has risen above certain thresholds established by the LIHTC Program and/or any regulatory agreements recorded against the Premises, then upon advance written notice of sixty (60) days, the Landlord may increase the amount of monthly rent payable under Paragraph 2 to the extent permitted under the LIHTC Program, and/or the regulatory agreements recorded against the Premises.

**6. Assignment and Subletting.**

Resident(s) shall not assign this Lease nor sublet all or any part of the leased Premises. Permitting any person not named as an occupant or a resident in this Lease to occupy the leased Premise shall be deemed an improper subletting of the leased Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

**The Resident shall not assign this Lease or sublet any portion of the Unit.**

TSF  
Resident's initials

**7. Guests / Visitors.**

The Resident may receive guests and visitors in the Premises and the Unit only in accordance with the Rules and Regulations, also known as House Rules.

**8. Full Time Students.**

If the Resident is living in a unit designated as a unit under the LIHTC Program, at any given time the Unit shall not be occupied in its entirety by full time students. It is the Resident's responsibility to report any changes in student status to the Landlord immediately.

**9. Pets.**

The Resident shall not keep any pet animals in the Premises or the Unit, and the Resident shall not allow any pet animals into the Premises or the Unit, whether such pets belong to Resident(s) or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting", shall be deemed a material and incurable breach of this Lease and shall be the cause for the service of a three (3) day notice terminating the tenancy.



**10. Monthly Rent.**

- a. Resident(s) shall pay to Landlord, as rent for the Premises, the sum of \$ 346.00 each month, as the agreed upon fixed rent for the Property.
- b. Except as provided herein, said sum shall be paid in full, in advance, on or before the first day of each month in advance, in the form of a personal check, cashier's check, or money order. If in any month the rent is paid after the fifth day of the month, payment must be in the form of a cashier's check or money order.
- c. The monthly rent payment shall be made to: **Kelly Cullen Community**. The initial rent and security deposit must be paid in the form of certified funds and the second month and thereafter rent may be paid by cashier's check, money order or personal check. Payment can also be mailed to:

**220 Golden Gate Ave**

- d. The Resident shall pay the Landlord Twenty Dollars (\$20.00) for each rent payment that is not made within five (5) days after the due date. This "late charge period" of five (5) days is not a grace or cure period, and the Landlord is entitled to make a written demand for any unpaid rent on the day after the due date.
- e. If Landlord serves Resident(s) with a three-day notice to pay rent or surrender possession, which the Landlord may do on any date after the first of the month, any payment tendered following service of said notice must be in the form of a cashier's check or money order.
- f. If any check given by the Resident is, for any reason whatsoever, returned unpaid by the bank upon which drawn, the Resident shall pay the Landlord Thirty-five dollars (\$35.00) for each dishonored bank check by which the Resident attempts to pay an amount owing under this Agreement, and all subsequent payments for the Resident's occupancy of the Premises (including the payment necessary to replace the dishonored check) must be in the form of a cashier's check or money order, unless Landlord agrees in writing, to waive this requirement.
- g. The Resident shall be liable for costs incurred by the Landlord for delinquent rent collection and eviction. Landlord and Resident(s) agree that the actual cost to Landlord when Resident(s) fail to pay rent on time, or when Resident(s) pay rent by a check that is subsequently dishonored by the bank, is difficult or even impossible to ascertain, but the parties agree that Landlord does, in the event of late payment, or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. The parties accordingly agree that, any time the rent for any given month is paid after the second day of the month, Resident(s) will in that month pay to Landlord, as additional rent due with the late payment, the charge listed above in Paragraph (d) or in the event of a dishonored check pay the charge in Paragraph (f). The parties agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay by dishonored check. Rent remains due on the first day of the month and there is no grace period for the payment of rent.



- h. It is the Resident(s)' responsibility to be certain that each payment is actually received by the landlord on or before its due date. Use of a rental payment drop box is for Resident(s)' convenience - the risk of receipt of funds by Landlord when such box is used is Resident(s)', not Landlord(s)', risk. The usual days and hours when rent payments can be made personally are Monday to Friday, 8:30 a.m. to 5:00 pm.
- i. Landlord will periodically adjust the rent described in this Paragraph 9 in accordance with the LIHTC Program and/or any regulatory agreements recorded against the Premises. The first adjustment may occur so that the rent adjustment date will coincide with the project fiscal year. Landlord will provide Resident thirty (30) days written notice prior to the effective date of any rent adjustment and will execute a new lease or lease amendment providing for the rent adjustment.

**11. Uses.**

The Resident shall use the Unit exclusively as the primary residence of the Resident. Resident(s) shall not use Premises as a business address, nor shall Resident(s) conduct any business activities on Premises. Conducting business activities included, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident(s) at the premises, having business stationery setting forth the address of Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident(s) additionally agree not to permit the Premises to be used for any illegal purpose, nor to engage in any illegal acts upon the Premises or upon the grounds of the property. Resident(s) agree to not have any illegal narcotics in the premises or on the grounds of the Property. Resident(s) must further agree to not harass, annoy, or endanger any other Resident on the Property or their guests or create any nuisance on the Property. Resident(s) also agree not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation or an increase in the premiums for any insurance for the Property. Resident(s) additionally agree not to deface or damage any part of the Premises or the Property or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous, or toxic under any governmental law or regulation in the Premises. Any violation this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three day notice terminating the tenancy. Nothing set forth herein shall be deemed as disallowing any use of the Premises that cannot be legally prohibited.

**12. Utilities.**

The Landlord shall be responsible for arranging and paying for all utility services in the Unit and the Premises, except that the Landlord shall not be responsible for arranging and paying for any of the following utility services in the Unit:

Telephone, Cable & Internet

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With respect to the utilities charges to be paid by Landlord, Resident(s) shall not make excessive or unreasonable use of such utilities. In the event that Resident(s) do make excessive or unreasonable use of such utilities, Landlord may bill Resident(s) for such excessive or unreasonable use and said billing should become due and payable, in full, as additional rent, with



the regular monthly rental payment on the first day of the month following the date of such billing. In the event of a dispute as to any such charges, Resident(s) shall pay the disputed amount as required, but may file a Small Claims Court action for a refund and, if such Court determines that the amount charged by Landlord is excessive, Landlord shall promptly refund any such overcharge. In the event Resident(s) fail to pay any utility charges which are to be paid by Resident(s), Landlord may, at its option, pay such charges to retain continuing utilities service. In the event that Landlord does so, any such charges may be billed to Resident(s) by Landlord and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month next following the date of such billing.

**13. Compliance with House Rules.**

The Resident shall obey and comply with the Rules and Regulations also known as House Rules. Resident(s) receive a copy of the House Rules ("Rules"), which Rules are incorporated into and made a part of this Lease. Resident(s) agree to abide by said Rules in all respects. Any Rules may be changed on thirty (30) days' notice and Resident(s) agree to abide by any such changes.

**14. Compliance with Laws; Prohibition against Disturbances.**

The Resident shall comply with all governmental requirements relating to the use of the Unit and the Premises.

- a. The Resident shall not use the Unit or the Premises in such a way as to violate any governmental requirement. Certain acts are considered to be contrary to the safety, wellbeing, peace, and enjoyment of the other residents of the Property. These include, but are not limited to, the use, possession or sale of illegal drugs, and carrying or exhibiting firearms on the Property (except as required by law or job necessity). A resident conducting any of these activities set forth hereinabove shall be deemed a material and incurable breach of this Lease and shall be the cause for the service of a three (3) day notice terminating tenancy.
- b. The Resident shall not commit waste or cause or permit any nuisance. Resident further agrees not to harass, verbally abuse, denigrate or otherwise disrespect Management's employees, agents and/or contractors. Failure to abide by this policy will result in a written warning and will be grounds for termination of the Lease if there are future violations.
- c. The Resident shall not unreasonably annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident or nearby resident, including (without limitation) the use or threat of violence. Resident is responsible for the conduct of his/her/their guests while on the property.

**15. Maintenance and Repairs; Alterations.**

- a. The Landlord has provided the amenity of a Refrigerator in the Unit.
- b. The Resident agrees to use these appliances only in the manner intended by the manufacturer. All appliances are required to be kept in good condition with both the



interior and exterior of the appliance surfaces clean for proper function. No extension cords may be used with any appliance.

- c. The Resident agrees to report any fault in appliances to the management office immediately. Resident will be held financially responsible for any damage to the storage cabinet or appliances, except for normal wear and tear as determined by Management.
- d. The Resident shall cause the Unit, including all equipment, appliances, furniture, and furnishings (whether the Landlord's personal property or the property of the Resident), to remain clean and sanitary.
- e. The Resident shall use all equipment and appliances in the Unit (whether the Landlord's personal property or the property of the Resident) and in all common areas only in the manner intended by the manufacturer. In addition, the Resident shall not tamper with or disable the smoke alarm in the Unit, as more particularly described in the Rules and Regulations also known as House Rules.
- f. The Resident shall not paint, paper, or otherwise redecorate or make alterations to the Unit without the prior written consent of the Landlord, which the Landlord may withhold in its sole discretion.
- g. At the end of the Term, the Resident shall return to the Landlord the Unit and the Landlord's personal property in the same condition as on the first day of the Term, normal wear and tear excepted.
- h. The Resident shall promptly notify the Landlord whenever the Resident becomes aware of something that is in need of maintenance or repair in either the Unit or any other part of the Premises.
- i. The Resident shall be responsible for the cost of any maintenance or repair of the Unit, the Premises, and/or the Landlord's personal property where the need for the maintenance or repair is caused by the wrongful or negligent act or omission of the Resident and/or their guests and invitees.
- j. In the event rehabilitation or other plans for the Premises will require that the Unit be vacated or made available to another resident during any portion of the Lease term, the Resident must vacate and Resident will be transferred to a replacement dwelling unit. This does not apply to Residents subject to the Section 8 Project-Based Voucher Program.
- k. The Resident shall be responsible for the expense of replacing keys, at the rate of \$25.00 after the first event.
- l. Resident(s) acknowledge that the Premises are equipped with operable smoke detectors. Resident(s) agree to not interfere with the presence or operability of such smoke detectors and to immediately report to Landlord, in writing, any defects in the condition of any smoke detectors. Resident further agrees that, if the smoke detector(s) is battery operated,





Resident shall have the responsibility to: (1) ensure that the battery is operating condition at all times; and (2) replace the battery as needed (unless otherwise provided by law).

- m. Resident(s) have inspected the Premises and acknowledge that the same is in good and habitable order and repair at the time Resident(s) are given occupancy. Resident(s) agree not to make any alterations or improvements to the Premises without the prior written consent of Landlord. In additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to Resident(s) making such alteration, consents to such alterations or additions and requires that the Premises be restored to the condition existing prior to such alternation or addition.

**16. Pest Control.**

- a. The Resident shall allow monthly pest control service to be performed in the Unit upon receiving twenty-four (24) hour notice.
- b. If the Resident requests that the Unit be exempted from monthly pest control spraying, and if the Resident provides the Landlord with a written statement from a licensed medical professional confirming that the Resident has an allergic or other medical condition that would be aggravated by pest control spraying, then the Unit will be exempted from monthly pest control spraying. However, the Resident shall still allow monthly pest control inspections to be performed in the Unit upon receiving twenty-four (24) hour notice.

**17. Entry and Inspection.**

The parties agree that, with advance written notice of twenty-four (24) hours to Resident(s), unless otherwise agreed to by Resident(s); Landlord shall have the right to enter the Premises during normal business hours.

The Resident shall not alter or re-key any locks to the Unit, or install any burglar alarm system, without the Landlord's prior written consent, which the Landlord may withhold in its sole discretion. At all times, the Landlord must have keys capable of unlocking all locks to the Unit.

The Landlord shall have the right to enter the Unit for the following purposes:

- a. Making desired, necessary or agreed repairs, decorations, alterations, improvements or renovations to the Premises, an adjacent unit or for the benefit of the Premises;
- b. Supplying necessary or agreed services;
- c. Showing the unit to prospective lenders, purchasers, residents, contractors or repair workers;
- d. When the Landlord believes that the Resident(s) has abandoned the Unit, or in the case of an emergency, Landlord or its agent may enter the Premises at any time without first securing Resident's prior permission. Resident(s) agree to permit Landlord access to the



Premises in accordance with this Section. Resident(s) agree that, should they deny Landlord access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident(s) with a three day notice terminating the tenancy.

- e. To perform an annual inspection of the Unit;
- f. In an emergency situation without advance notice to the Resident, and
- g. Inspecting for compliance with the terms of this Lease.

**18. Indemnification.**

- a. Resident shall indemnify, defend, and hold harmless the Landlord (and its agents and their employees) from and against any claims against the Landlord arising out of (1) the occupancy of the Premises by the Resident, and/or (2) activities in the Premises undertaken by the Resident and/or Resident's guests and invitees.
- b. The Landlord (and its agents and their employees) shall not be liable to the Resident nor to any of Resident's guests or invitees as a result of injury to their person or property occurring in the Premises, arising from any cause, including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other condition over which the Landlord has no control.
- c. Notwithstanding the foregoing, the Landlord (and/or its agents and/or their employees) may be liable in the event of the applicable party's intentional or negligent wrongdoing.
- d. The Landlord recommends that the Resident obtain renter's insurance. The Landlord does not provide insurance for the Resident(s)' personal property. Such insurance can protect Resident(s) from any liability claims resulting from their own personal activities. For example, should Resident(s) negligence be the cause of a fire, Resident(s) may be held responsible for the damage of the property of others, including Landlord's property. Resident(s) are encouraged to obtain Renter's Insurance in an amount sufficient to cover any personal possessions of Resident(s) together with a reasonable level of liability coverage of the actions of Resident(s) or Resident(s)' guests or invitees.
- e. Having continuous staffing at the front desk is not a guarantee that crime can or will be prevented. This can be subject to personnel absenteeism and human error. Resident(s) are responsible for planning and taking action with respect to the safety of themselves and their property as if such a system did not exist.

**19. Security Deposit.**

- a. Before the start of the Term, the Resident shall pay to the Landlord, or be credited, the amount of \$ 346.00 which constitutes a security deposit. The Landlord may deduct from



the security deposit any amounts due and payable to the Landlord under this Lease, as permitted by Civil Code Section 1950.5.

- b. The Resident shall not have the right to apply the security deposit toward payment of the last month of rent. Within three (3) weeks after the end of the Term, the Landlord shall return the security deposit to the Resident, less any amounts that the Landlord is entitled to retain (together with an itemized statement of such amounts, as required by Civil Code Section 1950.5)

**20. Termination and Eviction.**

- a. Resident may terminate this Lease by giving Landlord thirty (30) days written notice. If Resident does not give a full thirty (30) days' notice, Resident shall be liable for the rent up to the end of the thirty (30) days for which notice was required or to the date the Unit is re-rented, whichever comes first. Resident agrees to vacate the Unit no later than the expiration date of such notice, remove all of Resident's personal property, and leave the Unit clean and in good repair.
- b. Any termination of this Lease or eviction by Landlord must be carried out in accordance with State and local law and the terms of this Lease. The Landlord may terminate this Lease and, if necessary, evict Resident only for:
  - (i) Resident's material non-compliance with the terms of this Lease;
  - (ii) Resident's failure to provide, or a misstatement or misrepresentation of, income information as required under Paragraph 4;
  - (iii) Resident subleases or assigns all or any portion of the Unit or otherwise violates any provision in Paragraph 5;
  - (iv) Resident fails to move out of the Unit on or before the effective date of termination given in the notice required in subsection A above; or
  - (v) Resident fails to fulfill the obligations of this Lease.

Material non-compliance includes, but is not limited to: (1) non-payment of rent or any other financial obligation under the Lease after expiration of a 3-day pay or quit notice; (2) two or more late rent payments within any 12 month period received after the 5<sup>th</sup> day of the month; (3) failure to reimburse Landlord within thirty (30) days for repairs required to maintain the Premises; (4) a breach which results in damages to the Premises or which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Premises; (5) a breach which interferes with Landlord's management, maintenance and operation of the Premises; (6) illegal or criminal behavior including the sale of drugs; (7) failure to comply with the House Rules in accordance with Paragraph 12 of this Lease; or (8) misrepresentation of medical or student status.

- c. If the Unit occupied by Resident is subject to the rules and restrictions governing the LIHTC Program and/or any regulatory agreements recorded against the Premises, Landlord may terminate Resident's tenancy in the Premises if, after the income certification or recertification required by Paragraph 4 of this Lease, Resident no longer



meets the eligibility requirements under the LIHTC Program and/or any regulatory agreements recorded against the Premises, respectively. Any such termination shall comply with the applicable rules and regulations governing termination of leases.

- d. Any notice of termination or eviction provided by Landlord shall contain a statement of the facts constituting the cause for the termination or eviction and a statement of Resident's rights under State and local law and any grievance and appeal procedure that Landlord may be required to establish in accordance with any regulatory agreements recorded against the Premises.

**21. Section 8 Project-Based Voucher Program ("Section 8 PBV").**

If the Resident is living in a unit designated as a Section 8 PBV Program unit, but the Resident does not qualify, or ceases to qualify, under the Section 8 PBV Program requirements, the Resident agrees to be transferred to a comparable non-Section 8 PBV Program unit. If the Resident does not transfer by the date specified in the Landlord's request, the Landlord may require the Resident to pay the higher, HUD-approved market rent for the unit. If a resident transfers to a non-section 8 unit he/or she is required to pay the unsubsidized rent for the unit.

**22. Megan's Law Notice.** As required by California Civil Code Section 2079.10a:

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**23. Approvals.**

Any changes to the terms of the Lease must be in writing and approved by the Landlord. All Landlord approvals under this Lease must be in writing to be effective.

**24. Notices in Writing.**

- a. Formal notices, demands, and communications between the Parties shall be in writing.
- b. Any notice which Landlord gives to Resident(s) shall be deemed properly served (whether or not actually received by Resident(s)) if served in the manner proscribed in Code of Civil Procedure Section 1162. Except as prohibited by law, if Landlord fails to serve the notice in accordance with the provisions of Code of Civil Procedures Section 1162, but the Resident(s) actually receive the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any of the Resident(s) of the Premises shall be deemed valid service upon all Resident(s)- it is not necessary to individually serve each Resident unless otherwise required by law.

**25. Waiver.**



Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which many develop between the parties in the course of the tenancy shall be construed to waive the right of Landlord to enforce any provision of this Lease.

**26. Time is of the Essence.**

Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

**27. Entire Understanding of the Parties.**

- a. This Lease, including the attached Exhibits, constitutes the entire understanding and agreement of the Parties with respect to the Resident's occupancy of the Unit. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any other agent or employee of either party, and neither party nor any other agent or employee of either party is entitled to alter any provisions of this Lease by verbal presentations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident(s) hold over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident(s) in the manner prescribed by California Civil Code, Section 827.
- b. If a provision or paragraph of this Lease is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Lease remains in effect. To the extent that any provision of this Lease is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Lease is hereby inserted as an additional provision of the Lease, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed by a court of competent jurisdiction.
- c. There shall be no discrimination against, or segregation of, any persons on account of race, creed, religion, sex, sexual orientation, marital status, family status (minor children or no minor children), national origin, ancestry, disability, source of income, or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Premises, nor shall the Landlord or any person claiming under or through Landlord, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,



## RESIDENTIAL LEASE AGREEMENT

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number, use of occupancy and residents, lessees, sub residents or vendees of the Premises.

### 28. Legal Actions.

If any legal action is commenced to interpret or to enforce the terms of this Lease or to collect damages as a result of any breach of this Lease, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs, up to \$1,000.00, incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Lease).

### 29. Possession.

If Landlord is unable to deliver possession of the Unit at the time this Lease begins, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Resident shall not be liable for rent until possession is delivered. Resident's sole remedy in the event of termination of this Lease under this Paragraph 27 shall be limited to a prompt refund of any monies paid by Resident. Resident may terminate this Lease by written notice to Landlord if possession is not delivered within three (3) days of the beginning of the term of this Lease.

The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising hereunder. This Lease shall not be considered to be in full force and effect until signed by Landlord or Landlord's subsidized agent. Landlord may, without liability, refuse to enter into this Lease and may refuse to allow Resident(s) to occupy the Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Resident(s) should be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease as against Resident(s) if, for any reason or by any other means, Resident(s) obtain occupancy to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized agent.

**BY SIGNING BELOW, the Parties agree to the terms of this Lease:**

**LANDLORD: Kelly Cullen Community**

**By: Tenderloin Neighborhood Development Corporation, a California Nonprofit  
Public Benefit Corporation, and Its Authorized Management Agent**

By:

Jennifer Lopez  
11/16/2020

Title: Administrative assistant

Date:



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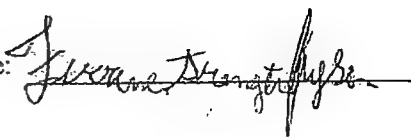


**RESIDENTIAL LEASE AGREEMENT**

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**RESIDENTS:**

Print Name: Terrance Ferguson

Signature: 

Date: 1-16-22

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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Print Name: \_\_\_\_\_

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Date: \_\_\_\_\_



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## TNDC SRO HOUSE RULES

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These House Rules serve as an attachment to the Lease between Management and you as a resident.

House Rules are necessary to define acceptable activities and behaviors in an environment of community living. The House Rules are not meant to infringe on the rights of any one resident, but are meant to protect the rights of all residents, the owners, Management, and the community as a whole.

The House Rules apply equally to all residents.

These House Rules are an addendum to the Residential Lease Agreement and are equally enforceable. Any violation of the House Rules is considered a material breach of the lease agreement and legal action may be taken to remedy the breach, up to and including eviction.

These rules may be changed from time to time provided you receive at least 30 days notice and an opportunity to present comments.

### 1. Keys and Locks

Each adult resident on the lease will receive a set of keys to the building, the unit and assigned mail box. All keys must be returned to the Building Manager at time of move-out.

If you are locked out of your unit outside of business hours, you will be charged \$20.00 per occurrence for the lockout service provided.

If the lock requires changing for any reasons other than the lock's failure to operate correctly due to normal wear and tear, you will be charged the cost of labor and materials. This lock charge will be assessed in cases including, but not limited to:

- 1) Abuse of the lock by a household member, guest, friend, or relative
- 2) Failure to notify management of required lock repairs

Payment of the lock charge is due within ten (10) days of receipt of an invoice for the charge.

You are not allowed to add or change any locks to your unit at any time.

You are not permitted to provide keys to relatives, friends, or guests without the written consent of Management. In such a case, you must provide a written request to Management relieving Management of all liability in the issuance and proper usage of the requested key(s) to a relative, friend, or guest.

## 2. Security

Keep your apartment door closed and locked at all times. This will help ensure your privacy and security and the security of other residents in the building.

You have the right to politely question the presence of anyone in the building who is unknown to you. Management requests that you report suspicious persons to a staff person immediately.

## 3. Visitor Policy

Minor household members are to be accompanied by an adult household member while utilizing any common areas.

A "visitor" is an individual adult or minor whose name does not appear on the Residential Rental Agreement for the premises as a "tenant." When a visitor arrives at a property with a front desk, the front desk person will contact you by telephone. If you do not have a telephone, you will have to make alternative arrangements so as to be available to your visitor(s). We do not have staff available to go to your unit to let you know when your visitor(s) have arrived.

- A. At properties which have a front desk clerk, visitors must sign in and out at the reception desk, and present photo identification card in one of the following forms:
  - 1. State-issued Driver's License;
  - 2. State-issued Identification Card;
  - 3. Passport;
  - 4. Military Identification;
  - 5. Alien Card;
  - 6. State Government Agency issued picture ID card;
  - 7. Mexican Consular Registration Card;
  - 8. Merchant Seaman ID;
  - 9. Veteran's Administration ID; or
  - 10. Day Labor Program ID
- B. All visitors must be accompanied by a resident host at all times, and are not to loiter in hallways, passageways, basement, garage, or be on the fire escapes at any time. Unescorted visitors will not be allowed into the building.
- C. Residents are held solely responsible for the actions of their visitors, and are financially responsible for any damages caused by their visitors. Visitors must follow the same rules and regulations as any resident would.
- D. Visiting hours are from 8:00 AM to 10:00 PM, seven days a week. No visitors are allowed in the building at other times.

- E. Minors 13 years old and under shall not be counted towards the visitor limitation rule.
- F. Residents are permitted a maximum of fourteen (14) overnight visitors per calendar month. All overnight requests must be made by 9:00 pm the day of the visitation.
- G. Unregistered overnight visitors remaining on the property after 10:00 pm will be considered an overnight visitor and will count as one of the fourteen (14) allowed overnights. You will be served a Notice of Violation for failing to seek advance approval for said visitor. Visitors must sign in daily at the front desk; violation may result in the visitor being 86'd from the building.
- H. A visitor who violates the TNDC House Rules will be forbidden entry to the building.
- I. Any resident who violates the TNDC House rules is subject to suspension or revocation of visitor privileges.

#### 4. Pets

TNDC permits residents living in Senior Housing as defined by HUD to have common household pets, but is subject to pet rules and regulations. Allowance of pets are also applicable for those who have filed and have been approved after they have submitted his or her reasonable accommodation with correct professional and licensed health verifications. These rules and regulations are in compliance with the California Health and Safety Code, Department of Housing and Urban Development and Tenderloin Neighborhood Development Corporation. Tenants, who have a common household pet, must follow the policies laid out amongst the Pet Policy and once approved amend to the rest of their rules and regulations set forth by the property. These rules would be mandatory and abided by pets and their owners once signed. No deposit is required for a common household pet.

Pets owned by your visitors will not be allowed onto the premises.

In non-HUD properties accommodation animals are permitted for those who need them. No deposit is required for an accommodation animal. If you require an accommodation animal, you must submit a request form to your Building Manager and Management must receive verification from a reliable third-party professional that you have a disability and that the animal is necessary to accommodate your disability. . You will also need to sign an agreement indicating your compliance with the Pet policy. Residents are responsible for the proper care, hygiene, and behavior of their service animals.

#### 5. Noise

All noise must not exceed allowable levels, between the hours of 10:00 pm and 7:00 am

Social and friendly gatherings of residents and residents' visitors are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other resident's and/or Management. If other resident's rights to quiet and peaceful enjoyment of their residences are violated, the gathering is considered in violation of the terms of the Lease Agreement and Community Rules.

When a resident is being disturbed by loud noise, he/she will first request the person he/she thinks is responsible to be quieter. If the disturbance continues or is repeated, the resident should notify the General Manager and also begin keeping a log of the noise incidents with descriptions of the disturbances. At any time, the resident may contact the police to file a noise complaint.

## 6. Conflict Resolution

If you have a conflict with a neighbor, first attempt to solve the problem by talking to the neighbor. If this is unsuccessful, you should talk to your Building Manager. You may also complete and return a complaint form, available from your Building Manager, Desk Clerk on duty or TNDC's main office at 201 Eddy Street. This will provide us with a record in case legal action becomes necessary.

## 7. Grievance Policy

If you wish to register a complaint about maintenance, facility, or other issues, you should first talk to your Building Manager to resolve your grievance.

If this is unsuccessful, you may complete and return a complaint form, available from your Building Manager, Desk Clerk on duty or TNDC's main office at 201 Eddy Street. Management will respond to your complaint in writing within 3 business days.

If you believe that there has not been an adequate response to your problem, you may request an appointment with the Property Supervisor at the TNDC 149 Taylor Street office. All decisions will be made by the Property Supervisor in writing within 5 business days.

If you wish to appeal the complaint decisions made by the Building Manager and Property Supervisor, you may send a written request to the Associate Director of Property Operations at the TNDC 149 Taylor Street office. Final appeal decisions will be made by the Director of Property Operations within 5 business days. All appeals at this level are final.

## 8. Maintenance

- A. All items in a unit requiring maintenance, excluding emergencies, will be reported to the manager or maintenance by completing a Work Order Request Form, available at the front desk.
- B. Maintenance will not enter a unit without Permission to Enter from an adult household member, or if children are present without adult supervision.

- C. Maintenance that is performed in accordance with the rental agreement will be done on a prioritized basis.
- D. Maintenance that is performed due to negligence, abuse or misuse by the resident will be charged to the resident.
- E. 24-hour notice will be provided, except in the case of emergencies.
- F. Outside vendors will be accompanied by TNDC staff.

## 9. Health and Safety

- A. Resident shall not tamper with smoke detectors, alarm systems, or any building safety or security equipment.
- B. Residents are required to maintain their unit in accordance with all applicable government codes (health, sanitary conditions, fire department regulations, etc.).
- C. No smoking in bed. No smoking in any common areas, including, but not limited to hallways, elevators, lobbies, community rooms, shared outdoor spaces.
- D. Residents must keep window ledges and fire escapes clear at all times.

## 10. Garbage Disposal

You are to dispose of trash neatly and properly in the areas appropriately marked without littering the property. If you have any questions regarding the locations of these areas, please direct them to management.

- A. It is your responsibility to haul away any large unwanted items, such as couches, chairs, etc. You will be charged for removal should such items be disposed of on the property grounds.
- B. No trash is to be thrown outside from windows or into air-wells. This includes cigarette butts. This is considered a material breach of the lease agreement and may result in legal action up to and including eviction.
- C. Use the sharps containers where provided.

## 11. Bed Bugs

It is our goal to maintain the highest quality living environment for our residents. Toward that goal, the Property Manager has inspected the unit prior to making it available for leasing and there are no indications of the presence or infestation of insects or vermin including bedbugs in the apartment.

## **BEDBUG WARNING STATEMENT:**

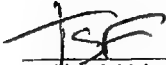
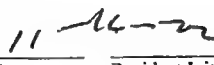
Bed bugs are wingless parasites that feed on the blood of humans, pets, birds and other animals. Bedbug bites leave itchy bumps on the skin that can lead to other infections if scratched and left untreated. Bed bugs are transferred from place to place when people expose themselves or their belongings to bed bug infested areas. Bed bugs are also transferred when a person brings contaminated objects or items into a building. Bedbugs hide in cracks and crevices in beds, wooden furniture, floors and walls during the day and emerge at night to feed. Bedbugs can quickly spread throughout a building unless all of the residents fully cooperate with eradication efforts.

Pursuant to California Civil Code Section 1954.603, Management hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestation to Management:

- a. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- b. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- c. **Survival:** Bed bugs can survive for months without feeding.
- d. **Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- e. **Common Signs and Symptoms of a Possible Bed Bug Infestation:**
  - i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - iii. Very heavily infested areas may have a characteristically sweet odor.
  - iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- f. **More Information:** For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

**RESIDENT/TENANT** acknowledges receiving an information sheet concerning bedbugs from the **DEPARTMENT OF PUBLIC HEALTH** for the City and County of San Francisco.

Each Household Member Initial Below (to confirm receipt of the Information Sheet)

 _____ Resident Initial and Date	 _____ Resident Initial and Date	_____ Resident Initial and Date	_____ Resident Initial and Date
_____ Resident Initial and Date	_____ Resident Initial and Date	_____ Resident Initial and Date	

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. Resident shall:

1. Prior to move-in, at the request of Resident, Landlord will inspect all luggage, bedding, clothing, and personal property which Resident intends to maintain in the unit or store anywhere in the building, for indications of bedbugs. If an item has bedbugs, Landlord may either prohibit Resident from bringing the item into the unit and building, or have the item treated before the item is brought into the unit or building. Reasonable accommodation, including providing alternate clothing while tenants clothing is being laundered, will be made so that inconvenience to the tenant is minimized to the extent possible.
2. Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin including bedbugs. Tenant shall maintain the unit in a condition that permits reasonable ingress and egress to the unit and unimpeded access throughout the unit.
3. Resident shall not bring used or second hand furniture, bedding, or clothing into the building or project grounds without prior inspection and approval by Landlord to determine that the item is not infested or conducive to infestation by bedbugs.
4. Resident shall immediately notify Landlord of any condition in the unit indicating infestation by insects and vermin including bedbugs. Conditions indicating infestation include but are not limited to: itchy welts on the resident's skin; live bugs in the bed, bedding or clothing maintained in the unit; blood spots on the mattress or bedding; brown or black excrement spots on bedding or the bed; a sweet odor. If tenant is unsure whether these conditions exist, they may request an inspection of their unit.
5. Because of the risks to other Residents and staff associated with infestation, Resident agrees that conditions indicating infestation constitute an emergency for purposes of permitting the Landlord access to inspect the unit.
6. In the event it is determined that the unit must be treated for infestation by insects and vermin including bedbugs, Resident shall cooperate with Landlord



and Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building.

Resident shall permit property management staff and pest control technician's access to the unit for purposes of treating the unit upon 24 hour written notice.

Resident agrees that eradication may require that Resident do the following:

- a. Discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, - books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals. Landlord will make good faith efforts to minimize the impact on the Tenant for any loss of personal property by either eradicating the pests and returning the items to the Tenant, or assisting Tenant with replacement of similar items. Landlord will not however, replace Building Owned furnishings which are the responsibility of Tenant and are subject to the Security Deposit Policy.
  - b. Seal clothing and bedding in plastic bags for laundering in hot water and then drying at a high heat setting. After such laundering, Resident shall not return the cleaned clothing or bedding to the unit until completion of the eradication process.
  - c. Seal personal property, toiletries, and other personal items in plastic bags for treatment by Landlord's pest control technician.
  - d. Resident shall bathe, and after bathing only wear clothes that have been laundered as required by the eradication process.
  - e. Landlord's pest control service may require Resident to enter into a written agreement concerning treatment to the unit and for treatment of Resident's personal property.
  - f. Resident shall relocate to another unit in the event it is determined that relocation is necessary to facilitate eradication of insects and vermin including bedbugs from the unit. Upon reasonable notice to Resident, Landlord may substitute for the unit a comparable unit within the building and thereupon such other unit shall be deemed to be the premises covered by this Lease/Rental Agreement. The expense of moving Resident, and his or her property to the substitute unit, shall be borne by Landlord. Upon written notice, Resident shall return and reoccupy his or her original unit upon completion of eradication measures.
7. Resident has been advised that in order to control and eradicate insects and vermin including bedbugs, Landlord and its pest control technician may use pesticides in and around the unit. In keeping with the health-conscious nature of this property, Landlord will make every effort to use materials that pose little or no harm to human occupants. Resident has been advised that on site staff has additional information concerning the particular pesticides and chemical agents

that will be used during the eradication process. In the event Resident has reason to believe that he or she is has a medical condition which precludes Resident from being exposed to pesticides, Resident shall provide written verification from their physician of Resident's of such condition.

8. Resident acknowledges that infestation by insects and vermin including bedbugs poses a significant risk to the health and safety of other residents and on-site staff at the building. Landlord and Resident agree that Resident's failure to comply with the terms of this addendum constitutes a material breach of the Lease/Rental Agreement which adversely affects the health, safety and quiet enjoyment of other residents and interferes with the Landlord's responsibilities.
9. Resident agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages and expenses as a result of bedbug infestation, including but not limited to, attorney's fees that the Management Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying or using the premises.

## **12. Right to Reasonable Accommodation**

It is the policy of the Tenderloin Neighborhood Development Corporation (TNDC) to fully comply with federal regulations in providing reasonable accommodations when a resident has need of them and requests them from management.

If you have a physical or mental disability, and as a result of this disability you need:

- A. A change in the rules or policies that would give you an equal chance to live here and use the facilities or take part in programs on site.
- B. A change or repair to your unit or a special type of unit that would give you an equal chance to live here and use the facilities or take part in programs on site.
- C. A change or repair in some other part of the building that would give you an equal chance for you to live in the building and use the facilities or take part in programs on site.

A reliable third party professional must confirm in writing that the resident is disabled and needs the request fulfilled if the disability and requested need is not apparent. If, after confirmation, management determines that fulfilling the request would pose an undue administrative or financial burden, or a fundamental change to the program, management will meet with resident to discuss possible alternatives. . Should the tenant alter the unit, the unit must be restored to original condition upon surrendering the premises.

### 13. Mold and Mildew

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that Management has inspected the unit prior to leasing and knows of no damp or wet building materials, and knows of no mold or mildew contamination.

The resident is hereby notified that mold and mildew, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mold and mildew to grow. It is important that residents keep the interior of the unit clean and that they promptly notify Management of any leaks, moisture problems, and/or mold and mildew growth.

The resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew on the premises. The resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- A. The resident agrees to keep the unit free of dirt or debris that can harbor mold and mildew.
- B. The resident agrees to immediately report to Management any water intrusion, such as plumbing leaks, drips or "sweating pipes."
- C. The resident agrees to notify Management of overflows from bathroom or kitchen, especially in cases where the overflow may permeate walls or cabinets.
- D. The resident agrees to report to Management any significant mold or mildew-like growth on surfaces inside the premises that cannot be removed by simply applying a common household cleaner and wiping the area.
- E. The resident agrees to allow Management to enter the unit to inspect and make necessary repairs.
- F. The resident agrees to use bathroom fans while showering or bathing and to report to Management any non-working fans.
- G. The resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- H. The resident agrees to report to Management any inoperable doors or windows.
- I. The resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating in to the interior of the unit.
- J. The resident agrees to clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as is reasonably possible. (Note: Mold and mildew can grow on damp surfaces within 24 to 48 hours.)

- K. The resident agrees to notify Management of any problems with the air-conditioning or heating systems that are discovered by the resident.
- L. The resident agrees to indemnify and hold harmless Management from any actions, claims, losses, damages or expenses, including but not limited to, attorney's fees that Management may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying or using the premises.

Failure to maintain the premises in accordance with these responsibilities may result in the resident being charged for some or all of the expenses incurred to correct mold or mildew conditions in a unit.

#### 14. Drug-Free Housing

"Drug-related criminal activity" means the illegal manufacture, sale, distribution, or possession with intent to manufacture, sell, distribute of controlled substances

- A. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
- B. Resident or members of the resident's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
- C. Resident or members of the resident's household shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the property premises or otherwise.
- D. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

## 15. Storage

TNDC does not provide any additional storage beyond the unit itself. Any personal effects that do not fit in your unit must be stored outside the building.

- a. Do not store personal property in the corridors, hallways, lobby or other common areas. Fire department regulations forbid the blocking of stairwells and doorways by any object. It is important that the common areas of the building are easily accessible and free of excess furniture and plants.
- b. Management will dispose of any personal effects left in the buildings common areas.
- c. Nothing at all may be stored on the fire escapes or window ledges. This includes bicycles, boxes, personal items, plants, etc.
- d. The use or storage of toxins, gasoline, cleaning solvent or other combustibles in the building is dangerous and prohibited.

## 16. Conduct

All residents, guests and building staff are required to treat each other with respect and courtesy at all times. The community is made up of a diversity of people with a wide variety of likes and dislikes. There are times when you will need to exercise patience and good communication skills.

- a. TNDC has a zero tolerance policy for violence, threats of violence or verbal abuse toward other residents or staff. Incidents of violence should be reported immediately to staff and the police. If you feel that you are in physical danger, you are encouraged to report this to the police and follow their recommendations. Building staff will report incidents to the police and are required to record all incidents. Violation of this policy will result in appropriate actions by management up to and including in loss of TNDC housing.
- b. Resident, any members of the resident's household or guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the premises.

## 17. Miscellaneous

- a. Management is not responsible for delivery of messages, materials, or mail, or for lost or missing articles.
- b. Hot plates, other cooking appliances, kerosene space heaters, any appliances with visible electric coils, or any appliances that could cause a fire are prohibited
- c. Smoking is not allowed inside the elevators, lobby, hallways, stairs, or in any common area of the building at any time.
- d. Drinking of alcoholic beverages is not allowed at any time in any common area of the building, including elevators, lobby, hallways, stairs, and within 20 feet of the building entrance. Drinking of alcoholic beverages is illegal for persons under 21 years of age.
- e. Residents and their visitors are not to use the roof, except at properties with a designated common area on the roof. The General Manager will inform you if there is a common area on the roof of your building.

ALL ADULTS (18 years and older) or EMANCIPATED YOUTH OF THE HOUSEHOLD MUST SIGN BELOW.

We must stress that persons found in violation of any of the above Rules and Regulations will be held liable and may be subject to court proceedings to terminate tenancy up to and including eviction.

I HAVE READ THE ABOVE REGULATIONS AND AGREE TO ABIDE BY THEM. I UNDERSTAND THAT VIOLATION OF THESE RULES MAY BE CAUSE FOR EVICTION.

**TENANT(s):**

<u>Terrance Ferguson</u>	<u>[Signature]</u>	<u>11-16-12</u>
Resident Name (Print)	Signature	Date

_____ Resident Name (Print)	_____ Signature	_____ Date
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_____ Resident Name (Print)	_____ Signature	_____ Date
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_____ Resident Name (Print)	_____ Signature	_____ Date
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_____ Resident Name (Print)	_____ Signature	_____ Date
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_____ Resident Name (Print)	_____ Signature	_____ Date
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**GENERAL MANAGER, TNDC, Authorized Agent for Landlord:**

<u>Jennifer Topete</u>	<u>[Signature]</u>	<u>11/16/12</u>
Management Agent Name (Print)	Signature	Date



### 3-DAY NOTICE TO QUIT

TO: Terrance Ferguson, Does 1 to 20, and all other occupant(s) claiming the right to possession of the following premises:

**220 Golden Gate Avenue, #308**

City and County of San Francisco, State of California  
including all garage(s), storage and common areas.

PLEASE TAKE NOTICE that you have committed or permitted to exist a nuisance in the rental unit at the above-described premises and in and about the common areas of the complex containing the rental unit, and are creating a substantial interference with the comfort, safety or enjoyment of any of the other occupants of the same building. The nuisance exists as follows:

On or about March 3, 2024, you trespassed into the building's supply closet and absconded with property from said supply closet. Said incident resulted in damages to the supply closet door. On or about February 16, 2024, you trespassed into the property management office and stole property management's property. On or about February 15, 2024, you stole property management's television and a social worker's cart from the basement. On or about February 12, 2024, you tampered with property management's third party vendor's equipment. On or about August 20, 2023, you stole another resident's package containing said resident's new laptop. On or about July 14, 2023, you trespassed into the desk clerk area and stole other residents' packages. Your nuisance conduct and behavior interfere with other residents' comfort, safety, and quiet enjoyment of their homes and with your property management's staff's ability to do its job.

NOTICE IS HEREBY GIVEN THAT you are required within three (3) days from the date of service on you of this notice to remove from and deliver up possession of the above-described premises to the landlord's duly authorized agent Dylan Tong, Esq., Bornstein Law, 507 Polk Street, Suite 310, San Francisco, CA 94102, Phone: (415) 409-7611, who is authorized to receive possession of said premises, or the undersigned will institute legal proceedings against you to (1) recover possession of the above-described premises; and (2) recover rents and such damages, court costs and attorneys' fees, according to the terms of your lease or rental agreement and/or as permitted by law.

POSSESSION of the premises is sought pursuant to California Code of Civil Procedure § 1161(4): maintaining, committing, or permitting the maintenance or commission of a nuisance upon the premises.

POSSESSION of the premises is also sought pursuant to the Lease Covenant 20: TERMINATION AND EVICTION: b. Any termination of this Lease or eviction by Landlord must be carried out in accordance with State and local law and the terms of this Lease. The Landlord may terminate this Lease, and, if necessary, evict Resident only for: i) the Resident's material non-compliance with the terms of this Lease; Material non-compliance includes, but is not limited to: (1) non-payment of rent or any other financial obligation under the lease after expiration of a 3-day pay or quit notice; (2) two or more late rent payments within any 12 month period received after the 5th day of the month; (3) failure to reimburse Landlord within thirty (30) days for repairs required to maintain the Premises; (4) a breach which results in damages to the Premises or which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Premises; (5) a breach which interferes with the Landlord's management, maintenance and operation of the Premises; (6) illegal or criminal behavior including the sale of drugs; (7) failure to comply with the House Rules in accordance with Paragraph 12 [sic] of this Lease; or (8) misrepresentation of medical or student status.

Be advised that pursuant to the provisions of your rental agreement, you have the right to a hearing on grievances related to your occupancy, including any proposed termination of tenancy. Your landlord has adopted a procedure for the resolution of disputes arising out of your lease or your occupancy of the premises. Said

Ex 2

**3 Day Notice to Quit**  
**220 Golden Gate Avenue, #308,**  
**San Francisco, CA**  
**Page 2**

procedure grants you the right to a hearing on grievances related to your occupancy and an appeal of any decision regarding your occupancy, including notices of termination and/or eviction.

Although the subject premises **are not** subject to the Residential Rent Stabilization and Arbitration Ordinance, you are notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the SF Housing Authority, 1815 Egbert Avenue, San Francisco, CA 94102.

**This notice supersedes prior notices.**

By:

  
\_\_\_\_\_  
Dylan Tong, Esq.  
Bornstein Law

Attorneys and Duly Authorized Agent for Owner

TNDC  
cc: SFHA

**Tenderloin Neighborhood Development Corporation (TNDC)<sup>1</sup>**  
**Property Management**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>3</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **TNDC's Affordable Housing Programs<sup>4</sup>** are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

**Protections for Applicants**

If you otherwise qualify for assistance under **TNDC's Affordable Housing Programs**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **TNDC's Affordable Housing Programs**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **TNDC's Affordable Housing Programs** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

<sup>4</sup> TNDC's Affordable Housing Programs include: HUD Section 8, HUD 202 PRAC, HUD SRO Moderate Rehabilitation, Low Income Housing Tax Credit, Project and Tenant Based Vouchers, Veteran Affairs Supportive Housing, Continuum of Care, Affordable Housing Program, Transitional Age Youth, CalHFA Mental Health Services Act, SF Mayor's Office of Housing & Community Development CDBG and HOME, CA Department of Housing and Community Development's California Housing Rehabilitation Program-Rental Component and Multifamily Housing Program.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

### **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD's San Francisco Regional Office:

**Dept. of Housing and Urban Development**  
**One Sansome Street; Suite 1200**  
**San Francisco, CA 94104**  
**Phone: (415) 489-6419**  
**Fax: (415) 489-6419**  
**TTY: (800) 877-8339 or dial 7-1-1 (Not available in all areas)**

### For Additional Information

You may view a copy of HUD's final VAWA rule at

**<https://portal.hud.gov/hudportal/documents/huddoc?id=5720-F-03VAWAFinRule.pdf>**.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

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For questions regarding VAWA, please contact Brandon Flannery, Tenderloin Neighborhood Development Corporation's Fair Housing Coordinator, at (415) 358-3935 - or others **below**.

For help regarding an **abusive relationship**, you may call the **National Domestic Violence Hotline** at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

You may also contact:

- **Asian Women's Center:** 3543 18<sup>th</sup> Street, #19; San Francisco, CA 94110; (415) 751-7110; 24-Hour Crisis Toll-Free: (877) 751-0880
- **California Partnership to End Domestic Violence:**  
<http://www.cpedv.org/domestic-violence-organizations-california>
- **Community United Against Violence:** 427 S. Van Ness Ave.; San Francisco, CA 94103; (415) 777-5565; Website: [www.cuav.org](http://www.cuav.org); E-Mail: [infor@cuav.org](mailto:infor@cuav.org)
- **Dream House:** Kelsey Friedman, Case Manager; (415) 449-1243
- **La Casa De Las Madres:** 1663 Mission Street, #225; San Francisco, CA 94103; Adults Call: (877) 503-1850, Teens Call: (877) 923-0700; Counseling and Supportive Services (415) 503-0500
- **The Riley Center:** 1175 Howard Street, 2<sup>nd</sup> Floor; San Francisco, CA 94103; (415) 552-2943; 24-Hour Support Line: (415) 255-0165
- **SF Department of Public Health,** Perinatal Services at (415) 575-5681 or visit: [www.sfdph.org/mcah](http://www.sfdph.org/mcah) or [www.leapst.org](http://www.leapst.org)
- **W.O.M.A.N., Inc.:** 26 Boardman Place, San Francisco, CA 94103; 24-Hour Support Line: (415) 864-4722; Toll-Free Number: (877) 384-3578

For tenants who are or have been victims of **stalking** seeking help may visit the **National Center for Victims of Crime's Stalking Resource Center** at

<https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding **sexual assault**, you may contact **San Francisco General Hospital** at **(415) 437-3000**

You may also contact:

- **Bay Area Legal Aid:** 1800 Market St., 3<sup>rd</sup> Floor, San Francisco, CA 94102; (415) 982-1300; Fax (415) 982-4243; website: <http://baylegal.org>
- **California Coalition Against Sexual Assault:** <http://www.calcasa.org/agencies/>
- **Community United Against Violence:** 427 S. Van Ness Ave.; San Francisco, CA 94103; (415) 777-5565; Website: [www.cuav.org](http://www.cuav.org); E-Mail: [infor@cuav.org](mailto:infor@cuav.org)
- **San Francisco Women Against Rape (SFWAR):** 3543 18<sup>th</sup> St., #7; San Francisco, CA 94110; (415) 861-2024; 24-Hour Hotline: (415) 647-7273; Website: [www.sfwar.org](http://www.sfwar.org); E-Mail: [info@sfwar.org](mailto:info@sfwar.org)
- **The Trauma Recovery Center:** 2727 Mariposa Street, Suite 100 (At Bryant Street); San Francisco, CA 94110; (415) 437-3000; Website: <http://traumarecoverycenter.org>
- **W.O.M.A.N., Inc.:** 26 Boardman Place, San Francisco, CA 94103; 24-Hour Support Line: (415) 864-4722; Toll-Free Number: (877) 384-3578

Victims of **stalking** seeking help may contact **SFPD 911, (415) 553-0123** or **DA's Victim Services (415) 553-9044**.

You may also contact:

- **Bay Area Legal Aid:** 1800 Market St., 3<sup>rd</sup> Floor, San Francisco, CA 94102; (415) 982-1300; Fax (415) 982-4243; website: <http://baylegal.org>
- **Center For Victims of Crime:**  
<https://victimsofcrime.org/our-programs/stalking-resource-center/help-for-victims>
- **Community United Against Violence:** 427 S. Van Ness Ave.; San Francisco, CA 94103; (415) 777-5565; Website: [www.cuav.org](http://www.cuav.org); E-Mail: [infor@cuav.org](mailto:infor@cuav.org)
- **San Francisco Women Against Rape (SFWAR):** 3543 18<sup>th</sup> St., #7; San Francisco, CA 94110; (415) 861-2024; 24-Hour Hotline: (415) 647-7273; Website: [www.sfwar.org](http://www.sfwar.org); E-Mail: [info@sfwar.org](mailto:info@sfwar.org)
- **W.O.M.A.N., Inc.:** 26 Boardman Place, San Francisco, CA 94103; 24-Hour Support Line: (415) 864-4722; Toll-Free Number: (877) 384-3578

**Attachment:** Certification form HUD-5382



**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

# VERIFICATION

STATE OF CALIFORNIA, COUNTY OF San Francisco

I have read the foregoing Complaint - Unlawful Detainer

*By Fair*

and know its contents.

☐ CHECK APPLICABLE PARAGRAPHS

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am ☐ an Officer ☐ a partner

☒ a n agent of Tenderloin Neighborhood Development Corporation

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☒ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on 3/19/24, at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jennifer Topete

TYPE OR PRINT NAME

*Jennifer Topete*

SIGNATURE

## PROOF OF SERVICE

1013a (3) CCP Revised 2004

STATE OF CALIFORNIA, COUNTY OF San Francisco

I am employed in the county of

, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On

, I served the foregoing document described as

on

in this action

☐ by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

☐ by placing ☐ the original ☐ a true copy thereof enclosed in sealed envelopes addressed as follows:

## BY MAIL

☐ \*I deposited such envelope in the mail at

, California.

The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at

California in the ordinary course of business. I am aware that on motion of the

party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on

, at

, California.

☐ \*(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on

, at

, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

TYPE OR PRINT NAME

SIGNATURE

\*(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

\*(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Dylan Tong (SBN 323741)  
 Bornstein Law, PC  
 507 Polk Street, Suite 310  
 San Francisco, CA 94102-3396  
 TELEPHONE NO.: (415) 409-7611  
 EMAIL ADDRESS: Dylan@bornstein.law  
 ATTORNEY FOR (Name): TND

FAX NO.: (415) 409-9345

FOR COURT USE ONLY

**FILED**  
 Superior Court of California  
 County of San Francisco

MAR 19 2024

CLERK OF THE COURT

BY:  Deputy Clerk

JAMES FORONDA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco

STREET ADDRESS: 400 McAllister Street  
 MAILING ADDRESS: 400 McAllister Street  
 CITY AND ZIP CODE: San Francisco, CA 94102  
 BRANCH NAME: Civic Center Courthouse

CASE NAME: TND v. Ferguson

## CIVIL CASE COVER SHEET

☐ Unlimited (Amount demanded exceeds \$35,000)  
☒ Limited (Amount demanded is \$35,000 or less)

## Complex Case Designation

☐ Counter ☐ Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

AUD-24-674581

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

☐ Commercial (31)  
☒ Residential (32)  
☐ Drugs (38)

## Judicial Review

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

## Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): one (1)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 3/19/24

Dylan Tong (SBN 323741)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2